

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF SPRINGVILLE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF SPRINGVILLE, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the TOWN is empowered by A.R.S. Section 48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall consist of the operation and maintenance of traffic signals and highway lighting at the following location(s).

Jct Spur 260 (Mountain Avenue) & US 60

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN OF SPRINGERVILLE shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy costs.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. This Agreement shall remain in force and effect until midnight June 30, 1988, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewable date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance and betterment of highway/street lighting on those State highways which traverse within the boundaries of the Town.

7. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

11. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

12. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the Town is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

  
State Engineer

DATE:

22 July 1987

TOWN OF SPRINGVILLE

BY:



TITLE:

Mayor

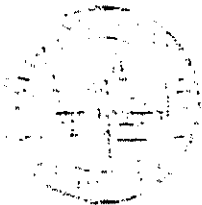
ATTEST:

DATE:

5/19/87

  
Town Clerk

Date: 5/19/87



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR87-1817, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23 day of July, 1987.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division

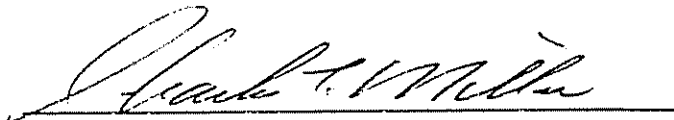
Maintenance - Traffic Signals  
Jct Spur 260 (Mountain Avenue) & US 60

TOWN OF SPRINGERVILLE

RESOLUTION

BE IT RESOLVED ON THIS 4th day of May, 1987,  
that I, CHARLES L. MILLER, as Director, ARIZONA DEPART-  
MENT OF TRANSPORTATION, acting by and through the High-  
ways Division, enter into a Maintenance Intergovernmental  
Agreement with the TOWN OF SPRINGERVILLE for the main-  
tenance of traffic signals and highway lighting on State  
routes within the TOWN OF SPRINGERVILLE.

THEREFORE, authorization is hereby given to draft said  
Agreement, which upon completion shall be submitted  
for approval and execution by the State Engineer.

A handwritten signature in cursive script, appearing to read "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director  
ARIZONA DEPARTMENT OF TRANSPORTATION

"EXHIBIT A"

OFFICIAL PROCEEDINGS OF THE TOWN COUNCIL OF  
SPRINGERVILLE IN REGULAR SESSION ON TUESDAY,  
MAY 19, 1987 AT 6:00 P.M.

Present: Mayor, Dennis Silva

Councilmembers: Johnny Chavez, Steve West, Monty  
Stansbury and Rue Hale

Others Present: Jack Barker, Marcia Weiss, Orville  
Schoolcraft, Selfa Schoolcraft, Joan  
Hill, Sam Gardom Fide Baca, Inez Gonzales,  
Ron Epperson, Ruby Candelaria, Kathy Maxwell,  
Ed Schroot, Ken Ferguson, Carol Becker,  
Russ and Dave Koons, Bill Becker, Ed Maloy,  
Jay & Pat Waddington, Fay Pase, Dale & Sally  
Davis, Bob Hussey, Charlie Fumicello, Toni  
Chavez, Pam Schoolcraft, Dr. George Grandin,  
Sherry Slade, Dutch Phelps, Natalie Phelps,  
Marty Gordanier, Lucy & Evaristo Silva, Mike  
Kuykendall, Sally Chavez, Chuck & Barbara  
Hughes, Jack Husted, Scott Richey Joe & Shirley  
Sage, Joe Jindra, Gary Spence, Rivers Parker,  
Joe Montoya, George Lakavage, Pete & Connie Hunt,  
Carmen Silva, Denise Crosby, Jeannie Daniels,  
Rebecca Hughes, Wayne Kinman, Cecil Dickey,  
Danny Logan, Muriel Gardom, Lydia Gonzales,  
Evelyn Irigoyen, Eugene Turietta, Richard  
Rogers, John Weiss, and Helen Chavez.

Meeting called to order by Mayor, Dennis Silva at 6:20 P.M.

Dennis led the Pledge of Allegiance.

Minutes of the May 5th Regular Meeting, May 11th Special  
Council Meeting and May 12th Special Council Meetings were then  
considered for approval. Motion followed:

STEVE WEST/RUE HALE

Motion that the minutes of the three above-mentioned meetings  
be approved. Motion seconded and carried unanimously.

Under Public Participation, Chuck Hughes thanked the Public  
Works crew for their efforts on road work during the bad  
weather conditions.

First item on the agenda was the decision on Employee Procedure  
Hearing on Orville Schoolcraft. Sgt. Jay Waddington asked  
that this be moved down on the agenda, because Chief Holaway  
had not arrived yet. Council agreed.

Consideration of adoption of format for water payments and  
collection, to include "shut off" policy was reviewed next.  
This was reviewed at the last Council Meeting. John detailed  
the proposal, which is a notice ten days after the billing is

Ordinance #86, establishing regulations and providing procedures for the issuance of licenses to construct, install, and operate lines, wires, coaxial cable, and appurtenances for originating, receiving, distributing and supplying radio, television, and other cable communication services along, across and upon the public streets, ways, alley and places within said Town of Springerville, was presented for review. Jack advised Council that this does not transfer the service to Cablevision. We have to establish regulations and providing procedures. He added that he has been checking with many towns, including Mesa, and Glendale, also the League of Cities & Towns in seeking information for drafting the Ordinance. He recommended approval of the ordinance in preparing us for the final transfer. Motion followed:

RUE HALE/JOHNNY CHAVEZ

Motion to approve Ordinance #86, establishing regulations and providing procedures for the cable service. Motion seconded and carried unanimously.

Approval of Maintenance Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Springerville concerning the traffic signal. Dennis explained that this is for our traffic signal at the intersection which will cost us \$100.00 a month, \$1200 a year for electricity. Motion followed:

STEVE WEST/MONTY STANSBURY

→ Motion to approve the Maintenance Intergovernmental Agreement with ADOT on the traffic signal. Motion seconded and carried unanimously.

Information and possible action relative to the Water Transfer Meeting, which John and Rue attended on May 7, 1987 in Holbrook. Rue addressed this and said the meeting was centered around the major goal of presentation for present and future rural development. He said Gordon Henrie was the Chairman, Paul Babbitt the Vice-Chairman, and Clarence Bigelow the Secretary/Treasurer. They were asking for a donation of \$200.00 for seed money. Motion followed:

JOHNNY CHAVEZ/RUE HALE

Motion to approve the \$200.00 seed money to the Water Concern Steering Committee. Motion seconded and carried unanimously.

Proclamation - Buckle Up Week - June 1 through June 7, 1987 was presented next. Dennis read the Proclamation, and it encourages the use of seat belts for safety. Motion followed:

JOHNNY CHAVEZ/STEVE WEST

Motion to approve Proclamation - Buckle Up Week, June 1st through June 7, 1987. Motion seconded and carried unanimously.

Motion followed:

STEVE WEST/RUE HALE

Motion that meeting adjourn. Motion seconded and carried unanimously.

Meeting adjourned at 8:50 P.M.

ATTEST:

Michael P. Gannon  
Town Clerk

SIGNED

Dennis P. Hs  
Mayor



EXHIBIT "B"  
APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the TOWN OF SPRINGERVILLE, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED THIS 19th day of may, 1987.

TOWN OF SPRINGERVILLE

BY:

Jack Barker  
Town Attorney